

1901-042 Chancery Causes: Pennington Gap Improvement Co] vs. George W. Blankenship &  
Lee Co. Pennington Gap Improvement Co] vs. R. A. Quinley &

Griffin

CA-Debt  
T-Property



To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:

Humbly complaining, your orator, the Pennington's Gap Improvement Company, a corporation organized and doing business in the State of Virginia, would respectfully represent unto your honor, that on July 1st., 1891, it sold and conveyed to one G. W. Blankenship two certain lots or parcels of land lying and being in Lee County, in the town of Pennington Gap, and known in the plat and plan of said town as lots No. 27 & 28 in block No. one (which plat is of record in the county court clerk's office) for the sum of \$125.00; that said Blankenship paid down the sum of \$42.00, and executed his two notes for the sum of \$42.00 each, bearing interest from date and payable in one and two years from said date respectively; that on each of said notes there has been the sum of \$25.64, a sum sufficient to pay the amount due on lot No 28; that there is yet due and unpaid to your orator the sum of \$21.00 on each of said notes, with interest from July 1st., 1891 till paid, and which sum represents the amount yet due on lot no 27 sold as aforesaid to said Blankenship. Said notes are here filed, marked "N" and prayed to be taken as a part of this bill.

213.  
27/408  
Your orator will further allege and show unto your honor that said Blankenship sold and conveyed on Feb. 9th., 1892 lot 27 in said block to one Silas Griffin, who is now in possession of the same; that said Griffin was by the terms of his contract with said Blankenship to pay for him to your orator said sum of \$42.00, with its interest accrued and to accrue, but he has failed and refused to do so, and the same is yet unpaid to your orator. A copy of said Blankenship's deed to said Griffin is here filed marked "D" and prayed to be taken as a part of this bill.

Your orator will further allege that when it made to said Blankenship its deed to said lots of land, it reserved on the face of its deed a vendor's lien, to secure said deferred payments. Your orator's is the first and only lien upon said lot No 27. Said Blankenship has never had his deed which your orator made him put upon on record, so it is unable to file herein a copy of the same.

The premises considered, your orator is advised that it has a first



and vendor's lein upon said lot of land for the sum of \$42.00 with interest ~~in~~ thereon from the 1st.day of July.1891 till paid.which is enforcable only in a court of chancery: Its prayer.therefore.is that your honor take cognizance of its said cause of complaint:that said G.W.Blankenship and said Silas Griffith be made parties defendants to this bill:that they be required to ~~xxxxxxx~~ answer the same.but they need not do so on oath.as that is waived:that your orator be decreed to have a vendor's lien upon said lot No.27 for the sum of \$42. with interest thereon ~~from~~ the 1st.day of July.1891 till paid:that said lot of land be decreed to be sold.if said sum of money.its interst and the costs ~~of~~ of this suit be not paid within a reasonable time. And that all other.further and geneeral relief be awarded your orator that the ~~the~~ nature of its cause may require. May process issue. And it will ever vary etc.

Prumington Bros. P.O.



\$ 42<sup>00</sup>

Pennington's Gap, Lee Co., Va., *July 1<sup>st</sup>* 189 *1*

*Two years*

after date, with interest from date, *I*

promise to pay to the order of Pennington's Gap Improvement Company

*Forty-two*

DOLLARS

negotiable and payable at *Company's office*, being the *2<sup>nd</sup>*

deferred installment of the purchase price of Lots No. *27 & 28*, in Block No. *1*,  
Plat No. *1*, of the town of Pennington's Gap, and *I* hereby waive the benefit  
of all Homestead exemptions as to this debt, and *I* agree that if suit is brought on  
this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount  
due.

*G. W. Blankenship*

Due *July 1* 189*3*.

Address,

Aug 11 1893, By cash \$23.64  
which is in full for Cat No 28

N.

\$ 42<sup>00</sup>

Pennington's Gap, Lee Co., Va., July 1<sup>st</sup> 1891

One year after date, with interest from date, \$

promise to pay to the order of Pennington's Gap Improvement Company

Forty-two — — — — — DOLLARS

negotiable and payable at Company's office, being the 2<sup>nd</sup>

deferred installment of the purchase price of Lot No. 27 & 28, in Block No. 1,

Plat No. 1, of the town of Pennington's Gap, and I hereby waive the benefit

of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

G. W. Baukouship

Due July 1 - 1891

Address,



Augt 11 1893 . By cash \$23.64  
which is payment in full for lot 1028



Dunnington Cap Imples.

vs.  $\frac{3}{3}$  In Chancery

Geo. W. Blount in ship et al

1898 2nd May rules sp & d & D.N.

" 1st June rules taken the  
last Monday in May D.N.  
Conf'd & Cause set for hearing

1898 June term Decree Contd

Plffs Costs to Nov 1898

Clerk	4.95
Tax	1.50
Shff	1.50
att'y	5.00
Estimates	5.00

\$17.95

Sold to P & S Miles  
for \$2000 9/19/98  
D.H.P.

March Term 1901 Decree  
Final Order Book No 6  
Page 508

Plffs Costs

Clerk	10.34
Tax	1.50
Shff	1.50
att'y	5.00

\$18.34



To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:

Humoly complaining, your orator, the Pennington's Gap Improvement Company, a corporation, organized and doing business in the State of Virginia, respectfully represents unto your honor, that on May the 21st., 1891 it sold and conveyed to one G. W. Blankenship a certain lot or parcel of land lying and being in Lee County, in the town of Pennington Gap, known in the plat and plan of said town as lot No. 23 in Block No. one (which plat is of record in the county court clerk's office) for the sum of \$63.00: that said Blankenship paid down the sum of \$27.00, executed his two notes for \$27.00 each bearing interest from said date and payable in one and two years respectively: that the first of the deferred payments has been paid: that there is yet due and unpaid the last of said notes, to-wit, the sum of \$23.00, which note is here filed marked "B", and prayed to be taken as a part hereof.

AB-27  
L461-2  
Your orator will further represent unto your honor that said Blankenship sold and conveyed <sup>June 8th</sup> ~~on July 1st.~~, 1891 said lot of land to one R. A. Quinley, who is now the owner and possessor of the same: that said Quinley was by the terms of his contract with said Blankenship to pay for him to your orator said sum of \$27.00 and all accrued and accruing interest thereon but he has failed and refused to do so, and the same is yet unpaid to your orator. A copy of said Blankenship's deed to said Quinley is here filed, marked "A" and prayed to be taken as a part of this bill.

AB-27  
27/56  
Your orator will further show and charge that when it made its deed to said Blankenship to said lot of land, it reserved a vendor's lien on the face thereof: and the same being unpaid it is advised that it has a first lien upon said lot of land, which it is entitled to have enforced in a court of chancery. A copy of said last named deed is here filed marked "C" and prayed to be taken as a part of this bill. *Your orator is the first and only lien upon said lot of land.*

The premises considered, your orator is advised, that it has a lien upon said lot of land for said \$27.00, with interest thereon from the 21st. day of May, 1891 till paid: <sup>which</sup> ~~that it is~~ is enforceable only in a court of equity: Its prayer therefore, is that your honor will take cognizance of its said cause of complaint: that said G. W. Blankenship and R. A. Quinley be made parties defendants to this bill: that each be required to answer the same, but they



need not do so on oath, as that is expressly waived: that your orator be decreed to have a vendor's lien upon said lot of land for said \$24.00, with interest thereon from the 21st. day of May, 1891, till paid: that said lot of land be decreed to be sold in order to pay off said sum of money and its interest *and the costs of this suit* rest, if the same be not paid within a reasonable time. And that all other, further and General relief be awarded your orator that the nature of ~~the~~ its cause and good conscience may require. May process issue etc. And it will ever pray et.

Furnington Bros P.O.



\$ 21

Pennington's Gap, Lee Co., Va.,

May 21

1891

Two years

after date, with interest from date,

promise to pay to the order of Pennington's Gap Improvement Company

Twenty One - - - - - DOLLARS,

negotiable and payable at Fowles Valley Bank, being the 2nd

deferred installment of the purchase price of Lot No. 23, in Block No. 1,

Plat No. 1, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

G. W. Blankenship

Due May 21 1891

Address



Dunnington Exp. Imples.

vs <sup>3</sup> for Chancery

R. A. Ginnley

~~Geo. W. Blunt~~, et al.

1898. 2<sup>nd</sup> May rules & p. 2<sup>nd</sup> D  
+ Decree Nisi

" 1<sup>st</sup> June rules taken the  
last Monday in May  
D. N. Conf. & Cause set for  
hearing

1898 June Term Decree & Contd

March Term 1901 Decree  
Order Book No 6  
Page 507.

Plffs Costs

Clerk 10.34

Tax 1.50

Shff 1.50

ally 5.00

\$18.34

Plffs Costs

Clerk 4.95

Tax 1.50

Shff 1.50

ally 5.00

Estimated 5.00

\$17.95

Sold to R. G. J. Co.  
for \$20.00 9/19/98  
E. H. P.



Pemington's Gap Impro. Co., Compl't.

vs

R. A. Quinley et al Def'ts

In Chancery

This cause came on again this day to be further heard upon the papers formerly read therein, and the report of sale of lot no. 23 in block no. one of the town of Pemington Gap, to the Pemington's Gap Improvement Co., and filed in this cause on October 4<sup>th</sup> 1898, and was argued by Counsel: On consideration of all which and for reasons appearing to the court, and said report being accepted to, it is adjudged, ordered and decreed that said report and sale to said Pemington's Gap Improvement Company be and the same is hereby confirmed, and said Company entitled to said lot of ~~lot~~ land free from all claims of said defendants. And it further appearing to the court from said report that said purchaser is entitled to a deed to said lot of land, it is further adjudged, ordered and decreed that E. H. Pemington, who is here by appointed a special Comr. for



the purpose, will make said purchaser a deed to said lot of land with covenants of Special warranty, which it appears said Pennington has done, and no exceptions being made to said deed on the making thereof, it is adjudged, ordered and decreed that said deed be and is hereby confirmed, and for his services for making said deed said purchaser will pay said Pennington five dollars.

And it further appearing to the court from said report of sale that said G. H. Blankinship after deducting the purchase price of said lot from his indebtedness to said Company, will still owe the sum of \$19.<sup>00</sup> with interest thereon from May 21<sup>st</sup> 1891 till paid; it therefore adjudged, ordered and decreed that said Pennington's Gap Improvement Company recover of said G. H. Blankinship the sum of \$19.00 with interest thereon from the 21<sup>st</sup> day of May 1891 till paid and the costs of this suit are



Owing since March term  
1899 of this Court. And this  
cause is ~~continued~~ stricken  
from the docket.



Pen. Is. p. <sup>11</sup> *Isufiala*  
vs *Y. Deem final*

R. A. Quinley et al

Entered on C.O.B. 6  
P.P. ~~506~~ 507.

Enter this  
March 6<sup>th</sup> 1901  
H. A. W. Sherr



Pennington's Gap Impro. Co. Comptk.

vs.

G. H. Blankenship et al Defts

} In Chancery

This cause came on again this day to be further heard upon the papers formerly read therein and the report of sale of lot No. 27<sup>th</sup> in Block No. one of the town of Pennington Gap, to the Pennington's Gap Improvement Co., and filed in this cause on October 4<sup>th</sup> 1898, and was argued by Counsel: On consideration of all which and for reasons appearing to the Court it is adjudged, ordered and decreed that said report and sale to said Pennington's Gap Improvement ~~be and~~ being excepted to, be and is hereby confirmed, and said Company entitled to said lot of land free from all claims of said Defendants. And it further appearing from said report that said purchaser is entitled to a deed to said lot of land, it is further adjudged, ordered and decreed that E. W. Pennington who is hereby appointed a



Commissioner for the purpose,  
will make to said Punnington's  
Gap Improvement Company  
a deed to said lot of land  
with Covenants of Special  
warranty, which it appears  
said Punnington has done, and  
no objection being made to  
said deed as made, it is ordered  
that said deed be and is hereby  
confirmed and he will deliver  
the same to said Company, and  
for his services in making  
said deed, said Company  
will pay him five dollars.

And it further appearing  
to the court that said Blank-  
mship, after deducting the  
purchase price of said lot  
from his indebtedness to  
said Company, <sup>will still owe</sup> the sum of  
\$42.00 with interest thereon  
from July 1<sup>st</sup> 1891, it is fur-  
ther adjudged, ordered and  
decreed that said Punnington's  
Gap Improvement Company  
recover of said G. H. Blank-  
mship the sum of \$42.00



with interest thereon from  
July 1<sup>st</sup>, 1891 till paid and  
the ~~unpaid~~ costs of this suit  
accruing since March term  
1899. And this cause is  
stricken from the docket.



Pen. Gap Impro. Co.

vs } Deere Lual

As. H. Blankenship

Entered on C.D.B.  
No 6. P. 508.

Enter this  
March 6<sup>th</sup> 1905  
H. A. W. Shon



Premington's Gap Improv. Co. vs. Crompton. }  
vs. } De Chancery.

R. A. Quinley et al vs

This cause came on again to be heard upon the papers formerly read therein and the report of sale made by E. H. Premington, & filed in this cause on October, 4<sup>th</sup> 1898, and was argued by counsel. On consideration of all which, and said report & sale being unexceptionable to, it is adjudged, ordered and decreed That said report and sale be and the same is hereby confirmed. And it appearing that the Premington's Gap Improvement Company which was the purchaser of said land, has paid the entire amount of the purchase money, and is now entitled to a deed to the same, it is therefore adjudged, ordered and decreed that R. A. Premington who is hereby appointed a special commissioner for the purpose, will as soon as practicable make to said Company a deed with covenants of special warranty to said lot of land, known as lot No. 23 in block No. One of the plat of the town of



Dunnington Gap; and he will report his  
action to Court. And until the  
making of such deed & filing his re-  
port, this cause is passed.

Dunnington Gap Surveys

vs. Deane No. 2

R. A. Quinley & al.

Enter this  
Nov. 1898.



Pennington's Gas Improvement Co. Compt.

In Chancery.

vs.  
R.A. Gundry et als. Defts.

This cause came on this day to be heard upon the bill of the complainant, and exhibits filed therewith, and was argued by counsel. And it appearing to the court that the defendants have been served with process for more than fifteen days before the first day of this term of the court, and they failing to appear, on motion of the complainant said bill is taken for confessed: On consideration of all which and for reasons appearing in the court, it is adjudged, ordered and decreed that said complainant recover from said R.A. Blankenship the sum of \$21.50 with interest thereon from the 21st day of May, 1931 till paid, and the costs of this suit, and which is adjudged to be first vendor's lien on the lot of land in the bill and proceedings mentioned; and it is further adjudged, ordered and decreed, that if said sum of money, its interest and the costs of this suit be not paid in thirty days from this date, by said Blankenship or some one for him to said complainant, then R.A. Pennington, who is hereby appointed a special commissioner for the purpose will after advertising the time, place and place of sale at three or more public places in Lee County, one of which shall be posted at the front door of the court-house of this county, and another at the Post Office in the town of Pennington Gap, on some court-day, and at the front door of the court-house of this county, at public auction to the highest and best bidder, offer the lot of land in the bill and proceedings mentioned, or a sufficient sum thereof to pay said recovery, on a credit of one year, except a sum sufficient to pay the costs of this suit and commissions of sale which he will require to be paid down; and for the deferred payment he will take bond payable to himself as such commissioner, with good personal security, bearing interest from date of sale, and which he will collect when due and pay over to said complainant. But before entering upon the duties of this decree said Pennington will execute and enter the clerk of this court a bond in a penalty of \$100.00 conditioned as the law requires in such cases, and he will report his action to court. And this cause is continued.



2  
A. J. J. J.

Pin. Gap supra. lrs

vol { Deane res 1

R. A. J. J. J. J.

Eu. C. O. B. 6 p. 113.

Enter this  
June 10/98  
W. J. J.



Pennington's Gap Improvement Co.. Comolt.

vs.

In Chancery.

G. W. Blankenship et als. Defts.

This cause came on this day to be heard upon the bill of the complainant, and exhibits filed therewith, and was argued by counsel. And it appearing to the court that the defendants have been served with process for more than fifteen days before the first day of this term of the court, and they failing to appear, on motion of the complainant said bill is taken for confessed: On consideration of all which and for reasons appearing to the court, it is adjudged, ordered and decreed that said complainant recover from said G. W. Blankenship the sum of \$ ~~42~~<sup>50</sup> with interest thereon from the ~~1st~~<sup>1st</sup> day of July.... 1891 till paid, and the costs of this suit, and which sum is adjudged to be a first ~~or~~ vendor's lien on the lot of land in the bill and proceedings mentioned: and it is further adjudged, ordered and decreed, that if said sum of money, its interest and the costs of this suit be not paid in thirty days from this date, by said Blankenship or some one for him to ~~and~~ said complainant, then E. W. Pennington, who is hereby appointed a special commissioner for the purpose will after advertising the time, terms and place of sale at three or more public places in Lee County, one of which shall be posted at the front ~~door~~ floor of the court-house of this county, and another at the Post Office in the town of Pennington Gap, on some court-day, and at the front door of the court-house of this county, at public auction to the highest and best bidder, offer the lot of land in the bill and proceedings mentioned, or a sufficiency thereof to pay said recovery, on a credit of one year, except a sum sufficient to pay the costs of this suit and commissions of sale which he will require to be paid down: and for the deferred payments he will ~~take~~<sup>take</sup> bond payable to himself as such commissioner, with good personal security, bearing interest from date of sale, and which bond he will collect when due and pay over to said complainant. But before entering upon the duties of this decree said Pennington will execute before the clerk of this court a bond in a penalty of \$100.00 conditioned as the law requires in such cases. And he will report his action to court. And this cause is continued.



Penningtons Gap Improver  
vs { Deane No 1

B. H. Blankenship & Co.

Eu. C. O. B. 6 p. 116

Enter this

June 10/98.

N J M



Pennington Gap Improvement Co., Complt.

vs.

In Chancery.

R.A. Quinlev et als.

Defts.

To the Hon. W.T. Miller, Judge of the Circuit Court for Lee County.

By virtue of an order entered in this cause on the 10th. day of June, 1898, your undersigned who was appointed a special commissioner for the purpose of selling the lot & of land in the bill and proceedings mentioned, in the event the debt therein set out was not paid, beg leave to report, that said debt was not paid to to said complainant as directed in said order; and that your commissioner, after advertising the time, terms and place of sale for more than thirty days at the front door of the court house of this county, at the post office of Lee County, and at Woods store in Pennington Gap, on Monday, Sept. 19th, 1898, that day being a court day, at the front door of the Court-house of Lee County, in the presence of a large crowd of people, he offered said lot of land, known as lot No. 23 in Block No. One in the town of Pennington Gap for sale on a credit of one and two years time, except a sum sufficient to pay the costs of suit and commissions of sale. After giving said sale for some time, your commissioner knocked down said lot of land to the said Pennington's Gap Improvement Company, it being the highest and best bidder for the sum of \$20.00, which sum said purchaser paid down to your commissioner. Consequently no bonds were given for deferred payments. Your commissioner holds said sum of money subject to the order of your honor. After taking out the purchase price of said lot of land from the costs and commissions of sale, there is left \$~~19.33~~ <sup>with sub. from May 21st, 1891</sup> -- which should be credited upon said complainant's debt, and would leave the sum of \$~~19.33~~ <sup>with sub. from May 21st, 1891</sup> yet due it, and for which said complainant would be entitled to judgment against G.W. Blankenship. All which is respectfully submitted. This the 24. day of Sept., 1898.

W.H. Pennington

Commissioner.

with sub. from May 21st, 1891



Sturtevant's Exp. Impo. Co.  
vs. Report of  
Sulley

R. A. Quincy & Co.

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Filed October 4<sup>th</sup> 1898  
A. B. Munsey Clerk







Pennington & Co. Impro. Les

vs } Report of  
Sale.

A. W. Blankenship & Co.

Filed October 4<sup>th</sup> 1898

A. W. Munsey Clerk



The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon Geo W Blankenship and  
Silas Griffin

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held  
for the said Court on the 3rd Monday in May, 1898, to answer a bill in  
chancery, exhibited against them in our said court by

Pennington Gap Improvement Company a Corpora-  
tion organized and doing business under the laws  
of the State of Virginia.

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,  
the 4th day of May, 1898, and in the 122nd year of the Commonwealth.

A. B. Munsey Clerk



Reel, Griffin

FORM NO. 300½.

Pennington & Co. Inmt Co

vs.

SUBPOENA

IN CHANCERY.

G. W. Blankenship et al

P. Bros

p. q.

To 2nd May

Rules.

Circuit

Court.

Executed May 16<sup>th</sup>  
1898 By delivering an  
attested office copy  
of the within sumas  
to G. W. Blankenship  
and Silas Griffin  
in Lee County Va

W. P. Weston

S. L. C.



The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon *Geo W Blankenship and*  
*R. A. Quinley*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held  
for the said Court on the *3rd* Monday in *May*, 1898, to answer a bill in  
chancery, exhibited against *them* in our said court by

*Pennington Gap Improvement Company a Corpora-*  
*tion organized and doing business under the laws*  
*of the State of Virginia*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,  
the *4th* day of *May*, 1898, and in the *122nd* year of the Commonwealth.

*A. B. Munsey Clerk*



Pennington Gap. Inft Co

vs.

SUBPOENA

IN CHANCERY.

G. W. Blankenship et al

P. Bros p. q.

To 2nd May Rules.  
Circuit Court.

Executed May 16<sup>th</sup>  
1898 By delivering  
an attested office  
copy of the within  
summons to G. W.  
Blankenship & R. A.  
Quinley in Lee County  
W. P. Weston S. F. C.